

BILL NO. S-92-03- 26

SPECIAL ORDINANCE NO. S- 63-92

AN ORDINANCE approving the awarding of Reference #'1598 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ, INC.; MARTIN ENTERPRISES, INC.; AND RICHARD NESS EXCAV. & TRKG. CO., INC. for the Division of Neighborhood Code Enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1598 between the City of Fort Wayne, by and through its Department of Purchasing and RON LUNZ, INC.; MARTIN ENTERPRISES, INC.; AND RICHARD NESS EXCAV. & TRKG. CO., INC. for the Division of Neighborhood Code Enforcement, respectfully for:


the demolition/lot restoration of 28 un safe structures located throughout the City of Fort Wayne for the Division of Neighborhood Code Enforcement;

involving a total cost of Sixty-Seven Thousand One Hundred Twenty and no/100± (\$67,120.00±) - (LUNZ - \$23,985.00; MARTIN - \$30,100.00; NESS - \$13,035.00), all as more particularly set forth in said Reference #1598 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO.:	1598
DEPARTMENT:	N C E D
DATE:	03/24/92
ITEM/SERVICE:	DEMOLITION/LOT RESTORATION
ADVERTISED BID:	YES
DATES ADVERTISED:	2/6/92 & 2/13/92
DATE OPENED:	2/27/92
WRITTEN QUOTE:	
DATE DUE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	9
NO. OF VENDORS RECEIVING BID:	6
NO. OF VENDORS RETURNING BID:	3
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	3
DATE SENT TO DEPT FOR RECOMM:	2/27/92
DATE RECOMM RECEIVED BACK:	3/12/92
DATE SENT TO LAW DEPARTMENT:	3/16/92
INTRODUCTION DATE:	3/24/92
DISCUSSION DATE:	4/7/92
PASSAGE DATE:	4/21/92

REFERENCE NO. 1598

NCED

DEMOLITIONS

2/28/92

ADDRESS		RICHARD NESS EXCAVATING			MARTIN ENTERPRISES			RON LUNZ INC			
NO	NAME	DEMO	LOT	TOTAL	DEMO	LOT	TOTAL	DEMO	LOT	TOTAL	
517	BOLTZ	\$2,200.00	\$200.00	\$2,400.00	\$2,250.00	\$200.00	\$2,450.00	\$1,895.00	\$200.00	\$2,095.00	
2532	BOWSER	\$3,088.00	\$200.00	\$3,288.00	\$2,200.00	\$250.00	\$2,450.00	\$2,300.00	\$210.00	\$2,510.00	
3110	BOWSER	\$545.00	\$100.00	\$645.00	\$750.00	\$0.00	\$750.00	\$575.00	\$75.00	\$650.00	
2110	S CLINTON	\$3,427.00	\$150.00	\$3,577.00	\$3,250.00	\$250.00	\$3,500.00	N/B	N/B	N/B	
812	COOMBS	\$2,580.00	\$200.00	\$2,780.00	\$3,000.00	\$250.00	\$3,250.00	\$2,575.00	\$200.00	\$2,775.00	
463	E DEWALD	\$2,980.00	\$200.00	\$3,180.00	\$3,200.00	\$250.00	\$3,450.00	\$2,195.00	\$225.00	\$2,420.00	
2415-17	EDSALL	\$2,335.00	\$150.00	\$2,485.00	\$3,400.00	\$250.00	\$3,650.00	\$2,100.00	\$175.00	\$2,275.00	
2419-21	EDSALL	\$2,335.00	\$150.00	\$2,485.00	\$3,400.00	\$250.00	\$3,650.00	\$2,100.00	\$175.00	\$2,275.00	
815	ELIZA	\$2,528.00	\$200.00	\$2,728.00	\$2,800.00	\$250.00	\$3,050.00	\$2,395.00	\$200.00	\$2,595.00	
2347	GAY	\$3,200.00	\$250.00	\$3,450.00	\$4,000.00	\$250.00	\$4,250.00	N/B	N/B	N/B	
2421	GAY	\$2,990.00	\$200.00	\$3,190.00	\$2,350.00	\$250.00	\$2,600.00	\$2,800.00	\$250.00	\$3,050.00	
1312	HUESTIS	\$3,760.00	\$100.00	\$3,860.00	\$3,200.00	\$250.00	\$3,450.00	N/B	N/B	N/B	
213	E LEITH	\$3,097.00	\$150.00	\$3,247.00	\$2,400.00	\$250.00	\$2,650.00	\$2,510.00	\$225.00	\$2,735.00	
1232	E LEWIS	\$3,390.00	\$200.00	\$3,590.00	\$2,400.00	\$250.00	\$2,650.00	N/B	N/B	N/B	
2512	LILLIE	\$2,752.00	\$200.00	\$2,952.00	\$2,350.00	\$250.00	\$2,600.00	\$2,325.00	\$200.00	\$2,525.00	
2502	MAUMEE	\$3,750.00	\$200.00	\$3,950.00	\$3,250.00	\$250.00	\$3,500.00	N/B	N/B	N/B	
2320	NEW HAVEN	\$2,380.00	\$200.00	\$2,580.00	\$2,500.00	\$250.00	\$2,750.00	\$2,495.00	\$200.00	\$2,695.00	
2502	E PONTIAC	\$3,285.00	\$200.00	\$3,485.00	\$6,600.00	\$200.00	\$6,800.00	N/B	N/B	N/B	
2935	QUEEN	\$2,050.00	\$200.00	\$2,250.00	\$3,250.00	\$250.00	\$3,500.00	N/B	N/B	N/B	
2617	REED	\$2,652.00	\$200.00	\$2,852.00	\$2,550.00	\$250.00	\$2,800.00	\$2,600.00	\$250.00	\$2,850.00	
3330	ROBINWOOD	\$1,985.00	\$200.00	\$2,185.00	\$1,750.00	\$250.00	\$2,000.00	\$1,900.00	\$200.00	\$2,100.00	
918	SCHICK	\$2,183.00	\$200.00	\$2,383.00	\$3,600.00	\$250.00	\$3,850.00	\$1,895.00	\$200.00	\$2,095.00	
1028	SCHICK	\$2,580.00	\$200.00	\$2,780.00	\$2,700.00	\$250.00	\$2,950.00	\$2,535.00	\$225.00	\$2,760.00	
1236	SHERMAN	\$625.00	\$0.00	\$625.00	\$0.00	\$0.00	\$0.00	\$845.00	\$0.00	\$845.00	
1410	VENTURA	\$2,888.00	\$200.00	\$3,088.00	\$2,000.00	\$250.00	\$2,250.00	N/B	N/B	N/B	
1404	E WAYNE	\$2,090.00	\$200.00	\$2,290.00	\$2,200.00	\$250.00	\$2,450.00	\$1,595.00	\$200.00	\$1,795.00	
2915	WEISSER PK	\$2,541.00	\$200.00	\$2,741.00	\$2,000.00	\$250.00	\$2,250.00	\$2,295.00	\$200.00	\$2,495.00	
305	E WOODLAND	\$545.00	\$100.00	\$645.00	\$450.00	\$0.00	\$450.00	\$375.00	\$0.00	\$375.00	
				\$75,711.00				\$79,950.00			\$43,915.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2/27/92 BID REFERENCE # 1598

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR DEMOLITION/LOT RESTORATION
OF 32 STRUCTURES PER SPECS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Herz Inc
STREET ADDRESS 5915 Ardmore
CITY FT. WAYNE PHONE # 747-2716
BY Donald Herz
REPRESENTATIVE SIGNATURE

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 15 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1	2322 S ANTHONY	GARAGE	\$ 600.00	/ \$	600.00
2	517 BOLTZ	HOUSE/GARAGE	\$ 1895	/ \$ 200.00	\$ 2095.00
3	2532 BOWSER	HOUSE	\$ 2300.00	/ \$ 210.00	\$ 2510.00
4	3110 BOWSER	GARAGE	\$ 575.00	/ \$ 75.00	\$ 650.00
5	2110 S CLINTON	HOUSE/GARAGE	\$	/ \$	
6	812 COOMBS	HOUSE	\$ 2575	/ \$ 200.00	\$ 2775.00
7	425 DALMAN	HOUSE	\$ 2400.00	/ \$ 225.00	\$ 2625.00
8	463 E DEWALD	HOUSE	\$ 2195.00	/ \$ 225.00	\$ 2420.00
9	2415-17 EDSALL	DUPLEX/HOUSE	\$ 2100.00	/ \$ 175.00	\$ 2275.00
10	2419-21 EDSALL	HOUSE	\$ 2100.00	/ \$ 175.00	\$ 2275.00
11	815 ELIZA	HOUSE	\$ 2315.00	/ \$ 200.00	\$ 2595.00
12	2347 GAY	HOUSE/GARAGE	\$	/ \$	
13	2421 GAY	HOUSE/GARAGE	\$ 2800.00	/ \$ 250.00	\$ 3050.00
14	1312 HUESTIS	HOUSE	\$	/ \$	
15	213 E LEITH	HOUSE/GARAGE	\$ 2510.00	/ \$ 225.00	\$ 2735.00
16	404 E LEITH	GARAGE	\$	/ \$	
17	1232 E LEWIS	HOUSE	\$	/ \$	
18	2512 LILLIE	HOUSE	\$ 2325.00	/ \$ 200.00	\$ 2525.00
19	2502 MAUMEE	HOUSE/GARAGE	\$	/ \$	
20	2320 NEW HAVEN	HOUSE	\$ 2495	/ \$ 200.00	\$ 2695.00
21	2502 E PONTIAC	HOUSE/GARAGE	\$	/ \$	
22	2935 QUEEN	HOUSE/GARAGE/FENCE	\$	/ \$	
23	2617 REED	HOUSE	\$ 2600.00	/ \$ 250.00	\$ 2850.00
24	3330 ROBINWOOD	HOUSE	\$ 1900.00	/ \$ 200.00	\$ 2100.00
25	918 SCHICK	HOUSE	\$ 1895.00	/ \$ 200.00	\$ 2095.00
26	1028 SCHICK	HOUSE/GARAGE	\$ 2535.00	/ \$ 225.00	\$ 2765.00
27	1236 SCHICK	GARAGE	\$	/ \$	
28	508 E SUTTENFIELD	HOUSE/GARAGE	\$	/ \$	
29	1410 VENTURA	HOUSE	\$	/ \$	
30	1404 E WAYNE	HOUSE	\$ 1595	/ \$ 200.00	\$ 1795.00
31	2915 WEISSER PARK	HOUSE/GARAGE	\$ 2245	/ \$ 200.00	\$ 2445.00
32	305 E WOODLAND	GARAGE	\$ 375.00	/ \$	\$ 375.00

GRAND TOTAL:

\$ 46,250.00

VALIDITY OF BID PRICE 90
(IN CALENDAR DAYS)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: _____

2. County: _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent _____

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Subscribed and sworn to before me this 27 day of Feb, 1992
My Commission Expires: 8-7-95
County of Residence: Allen

Robert J. Lee
Bidder (Firm)
Robert J. Lee
Signature of Bidder or Agent
Karen S. Perkins
Notary Public
KAREN S. PERKINS
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____



American States Insurance Company

INDIANAPOLIS, INDIANA

Bid Bond

Know all Men by these Presents

That we, Ronald Lunz Excavating, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are
held and firmly bound unto The City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of Two Thousand Three Hundred
Twelve -----50/100 Dollars (\$ 2,312.50) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for The removal of 21 dwelling

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and Sealed this 27 day of February, 1992

Karen Perkins
Witness

Ronald R. Lunz Principal

By: President Title

Karen Perkins
Witness

AMERICAN STATES INSURANCE COMPANY
By: Jimmie T. Imel Attorney-in-fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

-----JIMMIE T. IMEL AND SHIRLEY ANN IMEL-----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 15th day of April

A. D. 19 81

(SEAL)

ATTEST:

STATE OF INDIANA }
COUNTY OF MARION } SS:

Thomas M. Ober
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By

Alanson T. Abel
Assistant Vice-President

On this 15th day of April, A. D., 19 81, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

Wally J. Foster
Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 27 day of Feb

A. D., 19 92

(SEAL)

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2/27/92 BID REFERENCE # 1598

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

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THIS INVITATION FOR BID IS FOR DEMOLITION/LOT RESTORATION
OF 32 STRUCTURES PER SPECS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME MARTIN ENTERPRISES, INC.

STREET ADDRESS 4315 MEYER ROAD

CITY FORT WAYNE PHONE # (219) 447-5591

BY 
REPRESENTATIVE SIGNATURE TIM MARTIN

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.
..... of FORT WAYNE, INDIANA
....., as Principal, and UNITED STATES FIDELITY AND

GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....
CITY OF FORT WAYNE

as Oblige, in the full and just sum of Five Per Cent (5%) of Maximum Bid -----
----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition of 32+ Structures

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between
the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... February 27, 1992
(Date)

MARTIN ENTERPRISES, INC......(SEAL)

BY:(SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Nancy J. Brunson

UNITED STATES FIDELITY AND GUARANTY COMPANY
BY: John J. Piles
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND. }
BALTIMORE CITY, }

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, }

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within five (5) days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1	2322 S ANTHONY	GARAGE	\$ 700	/ \$ -0-	/ \$ 700
2	517 BOLTZ	HOUSE/GARAGE	\$ 2,250	/ \$ 200	/ \$ 2,450
3	2532 BOWSER	HOUSE	\$ 2,200	/ \$ 250	/ \$ 2,450
4	3110 BOWSER	GARAGE	\$ 750	/ \$ -0-	/ \$ 750
5	2110 S CLINTON	HOUSE/GARAGE	\$ 3,250	/ \$ 250	/ \$ 3,500
6	812 COOMBS	HOUSE	\$ 3,000	/ \$ 250	/ \$ 3,250
7	425 DALMAN	HOUSE	\$ 2,800	/ \$ 250	/ \$ 3,050
8	463 E DEWALD	HOUSE	\$ 3,200	/ \$ 250	/ \$ 3,450
9	2415-17 EDSALL	DUPLEX/HOUSE	\$ 3,400	/ \$ 250	/ \$ 3,650
10	2419-21 EDSALL	HOUSE	\$ 3,400	/ \$ 250	/ \$ 3,650
11	815 ELIZA	HOUSE	\$ 2,800	/ \$ 250	/ \$ 3,050
12	2347 GAY	HOUSE/GARAGE	\$ 4,000	/ \$ 250	/ \$ 4,250
13	2421 GAY	HOUSE/GARAGE	\$ 2,350	/ \$ 250	/ \$ 2,600
14	1312 HUESTIS	HOUSE	\$ 3,200	/ \$ 250	/ \$ 3,450
15	213 E LEITH	HOUSE/GARAGE	\$ 2,400	/ \$ 250	/ \$ 2,650
16	404 E LEITH	GARAGE	\$ -0-	/ \$ -0-	/ \$ GONE
17	1232 E LEWIS	HOUSE	\$ 2,400	/ \$ 250	/ \$ 2,650
18	2512 LILLIE	HOUSE	\$ 2,350	/ \$ 250	/ \$ 2,600
19	2502 MAUMEE	HOUSE/GARAGE	\$ 3,250	/ \$ 250	/ \$ 3,500
20	2320 NEW HAVEN	HOUSE	\$ 2,500	/ \$ 250	/ \$ 2,750
21	2502 E PONTIAC	HOUSE/GARAGE	\$ 6,600	/ \$ 200	/ \$ 6,800
22	2935 QUEEN	HOUSE/GARAGE/FENCE	\$ 3,250	/ \$ 250	/ \$ 3,500
23	2617 REED	HOUSE	\$ 2,550	/ \$ 250	/ \$ 2,800
24	3330 ROBINWOOD	HOUSE	\$ 1,750	/ \$ 250	/ \$ 2,000
25	918 SCHICK	HOUSE	\$ 3,600	/ \$ 250	/ \$ 3,850
26	1028 SCHICK	HOUSE/GARAGE	\$ 2,700	/ \$ 250	/ \$ 2,950
27	1236 SCHICK <i>Schick</i>	GARAGE	\$ -0-	/ \$ -0-	/ \$ No Bid
28	508 E SUTTENFIELD	HOUSE/GARAGE	\$ 2,600	/ \$ 250	/ \$ 2,850
29	1410 VENTURA	HOUSE	\$ 2,000	/ \$ 250	/ \$ 2,250
30	1404 E WAYNE	HOUSE	\$ 2,200	/ \$ 250	/ \$ 2,450
31	2915 WEISSER PARK	HOUSE/GARAGE	\$ 2,000	/ \$ 250	/ \$ 2,250
32	305 E WOODLAND	GARAGE	\$ 450	/ \$ -0-	/ \$ 450

GRAND TOTAL:

\$ 86,550

VALIDITY OF BID PRICE Sixty (60)
(IN CALENDAR DAYS)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: February 26, 1992

1. Governmental Unit: CITY OF FORT WAYNE

2. County: ALLEN

3. Bidder (Firm): MARTIN ENTERPRISES, INC.

Address: 4315 MEYER ROAD

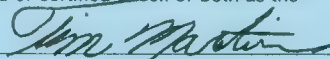
City/State: FORT WAYNE, IN 46806

4. Telephone Number: (219) 447-5591

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent
TIM MARTIN

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

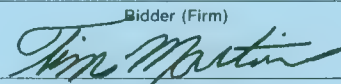
Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____ COUNTY)


The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent
TIM MARTIN

Subscribed and sworn to before me this 26 day of FEB, 1992

My Commission Expires: 6-14-92
County of Residence: Allen


Notary Public

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2/27/92 BID REFERENCE # 1598

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR DEMOLITION/LOT RESTORATION
OF 32 STRUCTURES PER SPECS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: X %
IF PAID WITHIN X DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Co., Inc.

STREET ADDRESS #1 Hitzfield St.

CITY Huntington, IN PHONE # 672-3336

BY Richard Ness
REPRESENTATIVE SIGNATURE President

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 10 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1	2322 S ANTHONY	GARAGE	\$ 545.00	/\$100.00	/\$645.00 ✓
2	517 BOLTZ	HOUSE/GARAGE	\$ 2200.00	/\$200.00	/\$2400.00 ✓
3	2532 BOWSER	HOUSE	\$ 3088.00	/\$200.00	/\$3288.00 ✓
4	3110 BOWSER	GARAGE	\$ 545.00	/\$100.00	/\$645.00 ✓
5	2110 S CLINTON	HOUSE/GARAGE	\$ 3427.00	/\$150.00	/\$3577.00 ✓
6	812 COOMBS	HOUSE	\$ 2580.00	/\$200.00	/\$2780.00 ✓
7	425 DALMAN	HOUSE	\$ 2528.00	/\$200.00	/\$2728.00 ✓
8	463 E DEWALD	HOUSE	\$ 2980.00	/\$200.00	/\$3180.00 ✓
9	2415-17 EDSALL	DUPLEX/HOUSE	\$ 2335.00	/\$150.00	/\$2485.00 ✓
10	2419-21 EDSALL	HOUSE	\$ 2335.00	/\$150.00	/\$2485.00 ✓
11	815 ELIZA	HOUSE	\$ 2528.00	/\$200.00	/\$2728.00 ✓
12	2347 GAY	HOUSE/GARAGE	\$ 3200.00	/\$250.00	/\$3450.00 ✓
13	2421 GAY	HOUSE/GARAGE	\$ 2990.00	/\$200.00	/\$3190.00 ✓
14	1312 HUESTIS	HOUSE	\$ 3760.00	/\$100.00	/\$3860.00 ✓
15	213 E LEITH	HOUSE/GARAGE	\$ 3097.00	/\$150.00	/\$3247.00 ✓
16	404 E LEITH	GARAGE	\$ 280.00	/\$50.00	/\$330.00 ✓
17	1232 E LEWIS	HOUSE	\$ 3390.00	/\$200.00	/\$3590.00 ✓
18	2512 LILLIE	HOUSE	\$ 2752.00	/\$200.00	/\$2952.00 ✓
19	2502 MAUMEE	HOUSE/GARAGE	\$ 3750.00	/\$200.00	/\$3950.00 ✓
20	2320 NEW HAVEN	HOUSE	\$ 2380.00	/\$200.00	/\$2580.00 ✓
21	2502 E PONTIAC	HOUSE/GARAGE	\$ 3285.00	/\$200.00	/\$3485.00 ✓
22	2935 QUEEN	HOUSE/GARAGE/FENCE	\$ 2050.00	/\$200.00	/\$2250.00 ✓
23	2617 REED	HOUSE	\$ 2652.00	/\$200.00	/\$2852.00 ✓
24	3330 ROBINWOOD	HOUSE	\$ 1985.00	/\$200.00	/\$2185.00 ✓
25	918 SCHICK	HOUSE	\$ 2183.00	/\$200.00	/\$2383.00 ✓
26	1028 SCHICK	HOUSE/GARAGE	\$ 2580.00	/\$200.00	/\$2780.00 ✓
27	1236 SCHICK <i>Sherman</i>	GARAGE	\$ --	/\$ --	/\$ --
28	508 E SUTTENFIELD	HOUSE/GARAGE	\$ --	/\$ --	/\$ --
29	1410 VENTURA	HOUSE	\$ 2888.00	/\$200.00	/\$3088.00 ✓
30	1404 E WAYNE	HOUSE	\$ 2090.00	/\$200.00	/\$2290.00 ✓
31	2915 WEISSER PARK	HOUSE/GARAGE	\$ 2541.00	/\$200.00	/\$2741.00 ✓
32	305 E WOODLAND	GARAGE	\$ 545.00	/\$100.00	/\$645.00 ✓

GRAND TOTAL: \$ 78,789.00

VALIDITY OF BID PRICE 90 days
(IN CALENDAR DAYS)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

RICHARD NESS EXCAVATING & TRUCKING COMPANY
as Principal, hereinafter called the Principal, and
CENTURY SURETY COMPANY

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent (5%) of Maximum Bid

not to Exceed One Hundred Twenty Thousand and 00/100

Dollars (\$ 120,000.00), (5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Bid Reference Number 1598
Demolition of 32 + Structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February 19 92

<u>Keith C. Steele</u> (Witness)	RICHARD NESS EXCAVATING & TRUCKING COMPANY (Principal) (Seal)
	BY: <u>Richard Ness</u> (Tide)
<u>Nancy W. Brunson</u> (Witness)	CENTURY SURETY COMPANY (Surety) (Seal)
	BY: _____ Attorney-in-Fact (Tide)

CENTURY SURETY COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

PRINCIPAL RICHARD NESS EXCAVATING & TRUCKING COMPANY EFFECTIVE DATE Feb. 27, 1992

CONTRACT AMOUNT One Hundred Twenty Thousand and 00/100 AMOUNT OF BOND \$ 120,000 (5%)

POWER NO. **500180**

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint: **Gerald A. Dahle, John J. Pikel and Donald T. Belbutowski**

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

“RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.”

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.



CENTURY SURETY COMPANY

Roswell P. Ellis

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick

Glenn D. Southwick, Treasurer

Notary Public)
State of Ohio) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.



Sue E. Duffy

Sue E. Duffy

NOTARY PUBLIC, State of Ohio
My Commission expires on August 5, 1989

State of Ohio) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 27th day of Feb. 1992



Anne L. Meyers

Anne L. Meyers, Secretary

Any reproduction or facsimile of this form is void and invalid

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: City of Fort Wayne Date: Feb. 27, 1992
 2. County: Allen
 3. Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.
 Address: #1 Hitzfield St.-P.O. Box 455
 City/State: Huntington, IN 46750
 4. Telephone Number: 672-3336 or 356-1150
 5. Agent of Bidder (if applicable): X X X

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard Ness
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
---------------	----------	------	-------------	------------	--------

See Blue page #11 for unit bid price.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Huntington COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such bidding nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made, without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co., Inc.

Bidder (Firm)

Richard Ness
Signature of Bidder or Agent

Subscribed and sworn to before me this 27th day of February, 19 92

My Commission Expires: Dec. 5, 1994

County of Residence: Huntington

Keith E. Steele
Notary Public

Keith E. Steele

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____

Read the first time in full and on motion by Sandra E. Kennedy, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 3-24-92 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Sandra E. Kennedy, seconded by _____, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-14-92 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-63-92 on the 14th day of April, 1992

ATTEST: (SEAL)
Sandra E. Kennedy Thomas P. Henry
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of April, 1992, at the hour of 1:30 o'clock P., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of April, 1992, at the hour of 8:45 o'clock A M., E.S.T.
PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

A 92-03-26

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1598 for the demolition/lot restoration of 28 structures located throughout the City of Fort Wayne for the Neighborhood Code Enforcement Division. The cost reflects the lowest and most responsive of three (3) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Demolition/lot restoration of 28 unsafe structures.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT ON NON-PASSAGE: Unsafe structures would continue to stand.

PRIOR APPROVAL REQUESTED: NO DATE:

MONIES INVOLVED:	Ron Lunz	\$23985.00
	Martin Enterprises	\$30100.00
	Richard Ness Exc.	\$13035.00

PRICE AGREEMENT: PURCHASE ORDER: YES

ACCOUNT INFORMATION: N C E D 178-008-UBF8-4415

BILL NO. S-92-03-26

*Sold for
4-14-92*

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
LUNSEY, LONG, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the
awarding of Reference #1598 by the City of Fort Wayne, Indiana
by and through its Department of Purchasing and RON LUNZ, INC.;
MARTIN ENTERPRISES, INC.; AND RICHARD NESS EXCAV. & TRKG. CO., INC.
for the Division of Neighborhood Code Enforcement

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			

DATED:

4-14-92

Sandra E. Kennedy
City Clerk